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FILED
BUSINESS DIVISION

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ROSE
GLENN
CALIFORNIA
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KIRBY AND HALLEN
A Partnership Including
A Professional Corporation
7717 Friars Road, Suite 250
San Diego, California 92108
Telephone: (714) 298-1015

Attorneys for Plaintiff
McGregor Sea & Air Services (America) Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

304

McGREGOR SEA & AIR SERVICES
(AMERICA) INC., A Delaware
Corporation,

Plaintiff,

vs.

CINEMATRONICS, INCORPORATED, A
California Corporation,

Defendant.

CASE NO. 491479

COMPLAINT FOR DAMAGES

BREACH OF CONTRACT/
ACCOUNT STATED/
REASONABLE VALUE
(Civil Code §3300)

76 491479
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Plaintiff alleges as follows:

FIRST CAUSE OF ACTION

Breach of Contract

1. McGregor Sea & Air Services (America) Inc. ("MSAS") is now and at all times mentioned herein was a corporation, duly organized and existing under and by virtue of the laws of the State of Delaware, and authorized to do, and engaged in doing, business in the State of California.

2. Plaintiff is an international freight forwarder and licensed custom broker, licensed by the United States Department of Treasury.

491479

1 3. Cinematronics, Incorporated ("Cinematronics") is now
2 and at all times mentioned herein was a corporation duly
3 organized and existing under and by virtue of the laws of the
4 State of California, with its principal place of business
5 located at El Cajon, California.

6 4. On or about the dates between March 5, 1982, and
7 June 22, 1982, Cinematronics, as importer, utilized the services
8 of MSAS as custom house broker, in a series of inbound shipment
9 transactions. In each of said transactions, Cinematronics
10 imported various electronic components from manufacturers in
11 Japan.

12 5. Each of the shipments from Japan was forwarded to this
13 country on a "freight collect" basis, with the airfreight
14 carrier requiring payment of airfreight charges as a condition
15 of release of the goods shipped to Cinematronics or its agent.
16 Each shipment transaction required the preparation of a United
17 States Customs Service "Consumption Entry" form. Each shipment
18 transaction required the payment of an import tax or "duty" to
19 the United States Customs Service. Each shipment transaction
20 required the posting of a bond to indemnify the United States
21 Customs Service against under payment of duty.

22 6. In each of the above-referenced transactions, Cinema-
23 tronics requested that MSAS advance the "freight collect"
24 charge, advance the customs duty, advance the premium for the
25 customs bond, and prepare the Customs "Consumption Entry" form.
26 For each transaction, Cinematronics agreed to pay a "Customs
27 entry fee", and in some cases a special service/handling charge
28 as compensation to MSAS for the coordination of activities

1 necessary to secure delivery of the imported shipment to
2 Cinematronics. The monies advanced on behalf of Cinematronics
3 by MSAS and the charges incurred incident thereto are summarized
4 in the subparagraphs set forth below:

5 A. Invoice No. 34828Y dated 15 March 1982 (attached
6 hereto and incorporated herein by reference as
7 Exhibit 1 to this Complaint):

- 8 1. Shipment Description: 7 crates of video
9 game parts valued at \$3,787.50 shipped by
10 Hara Industries Japan Co., Ltd. to
11 Cinematronics;
- 12 2. Collect airfreight charges advanced by MSAS:
13 \$608.82;
- 14 3. Customs bond premium advanced by MSAS:
15 \$30.00;
- 16 4. Local cartage charges advanced by MSAS:
17 \$284.00;
- 18 5. Customs duty advanced by MSAS: \$185.61;
- 19 6. MSAS fee for services: \$80.00;
- 20 7. MSAS overtime fee: \$60.00;
- 21 8. Customs overtime fee: \$8.15;
- 22 9. Total of amounts advanced and fees charged:
23 \$1,256.58;
- 24 10. Amount of Item 9 paid to date: \$1,188.43;
- 25 11. Amount of Item 9 unpaid and past due:
26 \$68.15.

27 B. Invoice No. 35536Y dated 14 April 1982 (attached
28 hereto and incorporated herein by reference as

Exhibit 2 to this Complaint):

1. Shipment Description: 45 cartons of video game parts valued at \$154,368.00 shipped by Hara Industries Japan Co., Ltd. to Cinematronics;
2. Collect airfreight charges advanced by MSAS: \$2,027.16;
3. Customs bond premium advanced by MSAS: \$258.00;
4. Local cartage charges advanced by MSAS: \$230.85;
5. Customs duty advanced by MSAS: \$7,564.03;
6. MSAS fee for services: \$70.00;
7. Total of amounts advanced and fees charged: \$10,150.04;
8. Amount of Item 7 paid to date: \$10,000.00;
9. Amount of Item 7 unpaid and past due: \$150.04.

C. Invoice No. 35774Y dated 26 April 1982 (attached hereto and incorporated herein by reference as Exhibit 3 to this Complaint):

1. Shipment Description: 29 cartons of video game parts valued at \$119,400.00 shipped by Hara Industries Japan Co., Ltd. to Cinematronics;
2. Collect airfreight charges advanced by MSAS: \$1,278.22;

/////

3. Customs bond premium advanced by MSAS:
\$262.00;
4. Local cartage charges advanced by MSAS:
\$61.62;
5. Customs duty advanced by MSAS: \$5,850.60;
6. MSAS fee for services: \$70.00;
7. Total of amounts advanced and fees charged:
\$7,524.44;
8. Amount of Item 7 paid to date: Zero;
9. Amount of Item 7 unpaid and past due:
\$7,524.44.

D. Invoice No. 35835Y dated 28 April 1982 (attached hereto and incorporated herein by reference as Exhibit 4 to this Complaint):

1. Shipment Description: 20 crates of video game parts valued at \$498,200.00 shipped by Japan Leisure Co., Ltd. to Cinematronics;
2. Collect airfreight charges advanced by MSAS:
\$5,340.90;
3. Customs bond premium advanced by MSAS:
\$1,056.00;
4. Local cartage charges advanced by MSAS:
\$141.12;
5. Customs duty advanced by MSAS: \$24,411.80;
6. MSAS fee for services: \$70.00;
7. Total of amounts advanced and fees charged:
\$31,019.82;
8. Amount of Item 7 paid to date: Zero;

1 9. Amount of Item 7 unpaid and past due:
2 \$31,019.82.

3 E. Invoice No. 35858Y dated 5 May 1982 (attached
4 hereto and incorporated herein by reference as
5 Exhibit 5 to this Complaint):

- 6 1. Shipment Description: 2 cartons of video
7 game parts valued at \$3,600.00 shipped by
8 Japan Leisure Co., Ltd. to Cinematronics;
9 2. Collect airfreight charges advanced by MSAS:
10 \$306.23;
11 3. Customs bond premium advanced by MSAS:
12 \$30.00;
13 4. Local cartage charges advanced by MSAS:
14 \$12.20;
15 5. Customs duty advanced by MSAS: \$219.60;
16 6. MSAS fee for services: \$70.00;
17 7. Total of amounts advanced and fees charged:
18 \$638.03;
19 8. Amount of Item 7 paid to date: Zero;
20 9. Amount of Item 7 unpaid and past due:
21 \$638.03.

22 F. Invoice No. 36404Y dated 22 May 1982 (attached
23 hereto and incorporated herein by reference as
24 Exhibit 6 to this Complaint):

- 25 1. Shipment Description: 12 packages of
26 electronic game parts valued at \$249,100.00
27 shipped by Japan Leisure Co., Ltd. to
28 Cinematronics;

2. Collect airfreight charges advanced by MSAS:
\$3,905.17;
3. Customs bond premium advanced by MSAS:
\$534.00;
4. Local cartage charges advanced by MSAS:
None;
5. Customs duty advanced by MSAS: \$12,205.90;
6. MSAS fee for services: \$70.00;
7. Total of amounts advanced and fees charged:
\$16,715.07;
8. Amount of Item 7 paid to date: Zero;
9. Amount of Item 7 unpaid and past due:
\$16,715.07.

G. Invoice No. 36589Y dated 4 June 1982 (attached hereto and incorporated herein by reference as Exhibit 7 to this Complaint):

1. Shipment Description: 1 carton of video game parts valued at \$184.00 shipped by Hara Industries Japan Co., Ltd. to Cinematronics;
2. Collect airfreight charges advanced by MSAS:
\$133.62;
3. Customs bond premium advanced by MSAS:
\$30.00;
4. Local cartage charges advanced by MSAS:
\$12.20;
5. Customs duty advanced by MSAS: \$9.02;
6. MSAS fee for services: \$36.00;

7. Total of amounts advanced and fees charged:
\$220.84;
8. Amount of Item 7 paid to date: Zero;
9. Amount of Item 7 unpaid and past due:
\$220.84.

H. Invoice No. 36607Y dated 2 June 1982 (attached hereto and incorporated herein by reference as Exhibit 8 to this Complaint):

1. Shipment Description: 10 crates of video game parts valued at \$249,100.00 shipped by Japan Leisure Co., Ltd. to Cinematronics;
2. Collect airfreight charges advanced by MSAS: \$2,807.43;
3. Customs bond premium advanced by MSAS: \$534.00;
4. Local cartage charges advanced by MSAS: None;
5. Customs duty advanced by MSAS: \$12,205.90;
6. MSAS fee for services: \$70.00;
7. Total of amounts advanced and fees charged: \$15,617.33;
8. Amount of Item 7 paid to date: Zero;
9. Amount of Item 7 unpaid and past due: \$15,617.33.

I. Invoice Nos. 36723Y and 1005604 dated 4 June 1982 and 15 June 1982 (attached hereto and incorporated herein by reference as Exhibits 9a and 9b to this Complaint):

1. Shipment Description: 10 packages of game parts valued at \$249,100.00 shipped by Japan Leisure Co., Ltd. to Cinematronics;
2. Collect airfreight charges advanced by MSAS: \$2,789.85;
3. Customs bond premium advanced by MSAS: \$534.00;
4. Local cartage charges advanced by MSAS: \$101.80;
5. Customs duty advanced by MSAS: \$12,205.90;
6. MSAS fee for services: \$120.00;
7. Total of amounts advanced and fees charged: \$15,751.55;
8. Amount of Item 7 paid to date: Zero;
9. Amount of Item 7 unpaid and past due: \$15,751.55.

7. In each of the above-referenced shipment transactions, the United States port of entry was Los Angeles, California, with the goods entered thereafter trans-shipped by surface carrier to Cinematronics at El Cajon, California, pursuant to instructions given to MSAS by Cinematronics.

8. Pursuant to the terms of the "Import Invoice" covering each of the above-referenced transactions contained in subparagraphs A through I of paragraph 6 above, each of the above-referenced shipment transactions was subject to the "Terms and Conditions of Service" contained on the reverse side of the Import Invoice document, a copy of which is attached to this Complaint as Exhibit 10 and incorporated herein by reference.

1 Pursuant to paragraphs 12 and 16 thereof, Cinematronics agreed
2 to reimburse MSAS for its reasonable attorneys fees in collect-
3 ing both monies advanced on behalf of Cinematronics by MSAS and
4 in collecting fees for services rendered to Cinematronics by
5 MSAS.

6 9. MSAS, in rendering the services referenced in the pre-
7 ceding and following paragraphs of this cause of action, has
8 performed all conditions, covenants and promises required by
9 MSAS to be performed in accordance with the terms and conditions
10 of the contractual relationship between the parties.

11 10. According to the terms and conditions of service con-
12 tained on the Import Invoices covering the above-referenced
13 shipment transactions, the invoices submitted by MSAS to
14 Cinematronics were due and payable upon presentation. According
15 to usage established between the parties, an agreement was
16 reached that credit would be extended between the parties cal-
17 ling for payment within 15 days. The last payment made by
18 Cinematronics to MSAS was a payment in the amount of \$10,000.00
19 made on June 29, 1982. No payment for service on the above-
20 referenced transactions has been made since that time; no part
21 of that sum has been paid.

22 11. The contractual agreement as to inbound shipments
23 between MSAS and Cinematronics which underlies the obligations
24 upon which suit in this complaint is filed is a contract partly
25 oral and partly written. The written portions of said
26 contractual agreement include the Import Invoice submitted by
27 MSAS to Cinematronics in connection with each individual ship-
28 ment transaction. The oral portions of said contractual

1 agreement include the request made by Cinematronics to MSAS in
2 connection with each individual transaction followed by per-
3 formance of MSAS pursuant to each request. With respect to each
4 individual shipment transaction, an authorized employee of
5 Cinematronics contacted the San Diego office of MSAS and
6 requested that MSAS act as custom house broker. In each indi-
7 vidual shipment transaction, MSAS agreed to operate as custom
8 house broker for said transaction, and Cinematronics agreed to
9 pay MSAS for services rendered and to reimburse MSAS for all
10 sums advanced by MSAS on behalf of Cinematronics. Cinematronics
11 further designated MSAS as its attorney-in-fact by written Power
12 of Attorney.

13 12. In addition to the inbound shipments processed by MSAS
14 on behalf of Cinematronics, on two occasions MSAS operated as
15 freight forwarder on outbound shipments for Cinematronics. In
16 each of these two transactions, an employee of Cinematronics
17 contacted the San Diego office of MSAS and requested that MSAS
18 ship certain items to Japan. In each of these transactions,
19 MSAS arranged for cartage of the goods to the San Diego Inter-
20 national Airport and prepared documentation necessary to export
21 the goods, arranged for an airfreight carrier to transport the
22 goods to Tokyo and otherwise coordinated the shipment
23 transaction. Cinematronics agreed to pay for all charges
24 advanced by MSAS on its behalf and to pay MSAS fees for ser-
25 vices. These shipment transactions may be summarized as
26 follows:

- 27 A. Invoice No. 343539 dated 11 May 1982 (attached
28 hereto and incorporated herein by reference as

Exhibit 11a to this Complaint):

1. Shipment Description: 1 package of art work for video machines valued at \$100.00, shipped to Japan Leisure Co., Ltd. by Cinematronics;
2. Airfreight charges advanced by MSAS: \$36.79;
3. Local cartage charges advanced by MSAS: \$9.90;
4. MSAS fee for services: \$10.00;
5. Total of amounts advanced and fees charged: \$56.68;
6. Amount of Item 5 paid to date: Zero;
7. Amount of Item 5 unpaid and past due: \$56.68.

B. Invoice No. 343551 dated 18 May 1982 (attached hereto and incorporated herein by reference as Exhibit 12a to this Complaint):

1. Shipment Description: 1 package of parts for video games valued at \$25.00, shipped to Noma Enterprises of Japan by Cinematronics;
2. Airfreight charges advanced by MSAS: \$41.16;
3. Local cartage charges advanced by MSAS: \$9.90;
4. MSAS fee for services: \$16.00;

////

- 1 5. Total of amounts advanced and fees charged:
2 \$67.06;
3 6. Amount of Item 5 paid to date: Zero;
4 7. Amount of Item 5 unpaid and past due:
5 \$67.06.

6 13. The contractual agreement as to outbound shipments
7 between MSAS and Cinematronics which underlies the obligations
8 upon which the suit in this Complaint is filed is a contract
9 partly oral and partly written. The written portions of said
10 contractual agreement include shipper's letters of instruction
11 as to each transaction which are attached to this Complaint and
12 incorporated herein as Exhibits 11b and 12b thereof.

13 SECOND CAUSE OF ACTION

14 Account Stated

15 14. Plaintiff realleges and incorporates in this cause of
16 action the allegations of paragraphs 1 through 13 of the First
17 Cause of Action.

18 15. On or about June 29, 1982, there was an account stated
19 between plaintiff and defendant in which the sum of \$87,807.13
20 was agreed on as the balance owed plaintiff; no part of that
21 has been paid.

22 THIRD CAUSE OF ACTION

23 Reasonable Value

24 16. Plaintiff realleges and incorporates in this cause of
25 action the allegations of paragraphs 1 through 13 of the First
26 Cause of Action.

27 17. Within two years before the commencement of this
28 action, namely on or about the dates between March 5, 1982, and

1 June 22, 1982, defendant became indebted to plaintiff in the sum
2 of \$87,829.01 for the reasonable value of services performed by
3 plaintiff for defendant, on defendant's request; the sum of
4 \$87,829.01 was and is the reasonable value of the services
5 performed and the monies advanced; no part of that sum has been
6 paid.

7
8 WHEREFORE, plaintiff prays for judgment as follows:

- 9 1. For damages in the amount of \$87,829.01;
10 2. For reasonable attorneys fees and costs;
11 3. For costs of suit incurred herein; and
12 4. For such other and further relief as the Court may
13 deem proper.

14 DATED: August 19, 1982.

KIRBY AND WALTON
Attorneys for Plaintiff

15 By: 
16 C. BRADLEY HALLEN

17
18 VERIFICATION

19 I, James P. Cesped, declare the following to be true under
20 penalty of perjury:

21 I am Senior Vice President of McGregor Sea & Air Services
22 (America) Inc. Each of the allegations of said Complaint which
23 is not based on my personal knowledge is made based upon my
24 personal examination of the business records of MSAS. Each
25 writing was made in the regular course of business and was made
26 at or near the time of the act, condition or event memorialized
27 by the writing. The writings consist of:

- 28 (1) Import Invoices submitted by MSAS to Cinematronics;

(2) Consumption Entry forms submitted to the United States Customs Service by MSAS for Cinematronics;

(3) Air Waybills covering each of the shipment transactions;

(4) Our checks made payable to the airfreight carriers and to United States Customs Service covering each shipment transaction; and

(5) The invoices prepared by the Japanese manufacturers with respect to each transaction, which invoices were used in the preparation of the consumption entry forms above referenced.

The sources of information and method and time of preparation of each of the documents which I examined are such as to indicate to me, in my capacity as Senior Vice President of MSAS, that the information contained was extremely trustworthy.

I have read the foregoing Complaint; I am informed and believe that the matters in it are true and on that ground allege that the matters stated in the Complaint are true.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on

Sept 2, 1982, at San Diego, California.

McGREGOR SEA & AIR SERVICES
(AMERICA) INC., A Delaware Corporation

By: James P. Cesped
JAMES P. CESPED
Senior Vice President

My Office
Aug-14-1982

The Good Society

TO CINEATRONICS
1841 FRIENDSHIP DRIVE
EL CAJON CA 92020
ATTN: ACCOUNTS PAYABLE

INVOICE NO.	INVOICE DATE	YOUR REFERENCE NO.
-------------	--------------	--------------------

34828Y: 12-028-32

PAYMENT ON PRESENTATION
PLEASE RETURN TO
SOLICITORS

PIECES	WEIGHT	DESCRIPTION	DESCRIPTION OF CHARGES	AMOUNT
155 PARTS FOR ARUSEMENT MACHINE			FREIGHT CHRG-AIP	1400
SHIPPER'S CONNECTION			BONDS TO CUSTOMS	1100
NEW JAPAN AIR SERVICES			CARTAGE-LOCAL	1000
ORIGIN DESTINATION	CUSTOMER NUMBER		CUSTOMS ENTRY FEE	1100
TYO	17423		CUSTOMS DUTIES	2200
ENTRY NO	ENTRY DATE			
0426000	3-05-60			
ORIGIN STEAMSHIP	ARRIVAL DEPARTURE			
PAN AM 000	3-05-60			
AWB BL NO	HAWB			
006 7323 1900	TAC 4176719			
REMARKS				

대통령령 제 21,482호

Time Available

100

THIS SERVICE IS SUBJECT TO THE FOLLOWING CONDITIONS:

PLEASE PAY THIS AMOUNT

1 188.45

8630 Aviation Blvd.
Inglewood, CA 90304
Tel: (213) 776-8332

McGraw-Hill Services (America) Inc
1221 Avenue of the Americas, New York, NY 10020-1095

RECEIVED

APR 19 1962

CHEM-TAGN-DS

TO

255

NYCFC NO. 10033 Y INVOICE DATE 11-29-66-11
YOUR REFERENCE NO.
PAYMENT ON PRESENTATION
PLEASE REMIT TO
8430 AVIATION BLVD.
INGLEWOOD, CA 90301

[illegible]

Exhibit 2
Page 7 of 7

PLEASE PAY THIS AMOUNT

ORIGINAL INVOICE

MSAS McGreggor Swire

Air Services (America), Inc.
INTERNATIONAL FREIGHT FORWARDERS LICENSED CUSTOMS BROKERS

IMPORT INVOICE

TO CINEATRONICS
1841 FRIENDSHIP DRIVE
EL CAJON CA 92020
ATTN: ACCOUNTS PAYABLE

INVOICE NO. INVOICE DATE YOUR REFERENCE NO.

05774 V 26-APR-82

PAYMENT ON PRESENTATION
PLEASE REMIT TO: P.O. BOX 1987
SOUTH SAN FRANCISCO CA 94080

PIECES	WEIGHT	DESCRIPTION
02		905 PARTS FOR AMUSEMENT MACHINE
SHIPPER CONTAINER		
DATA INDUSTRIES LTD		
ORIGIN/DESTINATION		CUSTOMER NUMBER
TOP		17603
ENTRY NO.		ENTRY DATE
1117264		4-20-82
AIRLINE/STEAMSHIP		ARRIVAL/DEPARTURE
AL 1002		4-17-82
AWB BL NO.		DATE
160-6802 7245		TAC 4179284
REMARKS		

DESCRIPTION OF CHARGES	AMOUNT
FREIGHT CHGS-AIR	7470
BONDS TO CUSTOMS	1195
CAPTAGE-LOCAL	1060
CUSTOMS ENTRY FEE	1190
CUSTOMS DUTIES	7200
	5-850.00

PLEASE PAY THIS AMOUNT

7,524.44

Exhibit

Page 1 of 1

— 27 —

INTERNATIONAL FREIGHT FORWARDERS LICENSED CUSTOMS BROKERS

REF ID: A67065

5-2274-2

TO

10

NY FILE NO	NY FILE DATE	YOUR REFERENCE NO
100-111111	10-1-68	100-111111

35850 Y: 05-MAY-82

PAYMENT ON PRESENTATION
PLEASE REMIT TO: P.O. BOX 2967
SOUTH SAN FRANCISCO, CA 94080

PIECES	2	DESCRIPTION	84 HANDNESS
		SHIPPER'S CONTAINER	
JALCO JAPAN LEISUPE CO LTD			
ORIGIN DESTINATION		CUSTOMER NUMBER	
TOK			17603
ENTRY NO		ENTRY DATE	
7114069		4-03-80	
AIRLINE STEAMSHIP		APP VAL DEPARTURE	
4E1002		4-01-80	
AWB BL NO		HAWB	
180-6536 4396		24-41	
REMARKS			

DESCRIPTION OF CHARGES	AMOUNT
FREIGHT CHRG-IMP	324.00
BONDS TO CUSTOMS	35.00
CARTAGE-LOCAL	12.00
CUSTOMS ENTRY FEE	2.00
CUSTOMS DUTIES	219.40

PLEASE PAY THIS AMOUNT

438.03

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE

MSAS

McGregor Sea & Air Services (America) Inc.
International Freight Forwarders—Licensed Customs Brokers

IMPORT INVOICE

LAX

2800 Aviation Blvd.
Inglewood, CA 90304
Tel. (213) 776-8372

TO CINEMATRONICS
1841 FRIENDSHIP DRIVE
EL CAJON CA 92020
ATTN: ACCOUNTS PAYABLE

INVOICE NO. INVOICE DATE TOUR REFERENCE NO.

34404 Y 22-MAY-82

PAYMENT ON PRESENTATION
PLEASE REMIT TO:

3450 AVIATION BLVD
INGLEWOOD, CA 90301

PIECES	WEIGHT	DESCRIPTION	DESCRIPTION OF CHARGES	AMOUNT
12	1746	GAME PARTS	FREIGHT CMGS-AIR	7490
		SHIPPER'S CONSIGNEE		
		JAPAN LEISURE CO.	BONDS TO CUSTOMS	1105
		ORIGIN/DESTINATION	CUSTOMS ENTRY FEE	1100
		CUSTOMER NUMBER	CUSTOMS DUTIES	7200
TYO		17623		
		ENTRY DATE		
118159		5-18-82		
		ARRIVAL/DEPARTURE		
31/034		5-15-82		
		AWB BL NO		
131-5042 3973		25092		
REMARKS				

THIS OFFER IS SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE

PLEASE PAY THIS AMOUNT

14,713.07

1 Shipment
Page 1 of 1

MSAS

McGregor Sea & Air Services (America) Inc.
International Freight Forwarders—Licensed Customs Brokers

8820 Aviation Blvd.
Inglewood, CA 90304
Tel: (213) 776-6222

IMPORT INVOICE

TO
CINEMATRONICS
1841 FRIENDSHIP DRIVE
EL CAJON CA 92020
Attn: ACCOUNTS PAYABLE

INVOICE NO. INVOICE DATE TOUR REFERENCE NO.

36389 Y 04 JUN-82

PAYMENT ON PRESENTATION
PLEASE REMIT TO
1820 AVIATION BLVD
INGLEWOOD, CA 90304

PIECES	WEIGHT	DESCRIPTION
1		5 PARTS FOR VIDEO GAMES
SHIPPER'S CONS. GATE		
HARRIS INTERNATIONAL		
ORIGIN/DESTINATION		CUSTOMER NUMBER
TOX		17623
ENTRY NO.		ENTRY DATE
7119404		6-24-82
AIRLINE/STEAMSHIP		ARRIVAL/DEPARTURE
FT/072		6-21-82
APR. BL. NO.		HAIR
023-8489 3294		4176726
REMARKS		

DESCRIPTION OF CHARGE	AMOUNT
FREIGHT CHGS-AIR	7400
ROADS TO CUSTOMS	1100
CARTAGE-LOCAL	1060
CUSTOMS ENTRY FEE	1100
CUSTOMS DUTIES	7200

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE BACK OF BOX

PLEASE PAY THIS AMOUNT

220.80

Exhibit 7
Page 1 of 1

7

MSAS

Importation & Air Freight (Importation)
International Freight Forwarders—Licensed Customs Brokers

IMPORT INVOICE

LX

820 Aviation Blvd.
Inglewood, CA 90301
Tel: (310) 776-8332

TO
CINEMATRONICS
1841 FRIENDSHIP DRIVE
EL CAJON CA 92020
Attn: ACCOUNTS PAYABLE

INVOICE NO. INVOICE DATE YOUR REFERENCE NO.

34407 Y 07-JUN-82

PAYMENT ON PRESENTATION
PLEASE REMIT TO

820 AVIATION BLVD.
INGLEWOOD, CA 90301

PIECES	WEIGHT	DESCRIPTION
10	1445	PC BOARDS
SHIPPED BY CONTAINER		
JAPAN LEISURE CO		
ORIGIN/DESTINATION	CUSTOMER NUMBER	
TYO	17423	
ENTRY NO.	ENTRY DATE	
7119354	3-22-82	
AIRLINE/STEAMSHIP	ARRIVAL/DEPARTURE	
AME/002	3-22-82	
AWB/BL NO.	NAME	
180-6804 1120	22193	
REMARKS		

DESCRIPTION OF CHARGES		AMOUNT
FREIGHT CMCB-AIR	7400	2,800.00
BONDS TO CUSTOMS	1100	334.00
CUSTOMS ENTRY FEE	1100	22.00
CUSTOMS DUTIES	2200	12,205.00

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE INVOICE

PLEASE PAY THIS AMOUNT

1561733

MSAS

Seaworld Sea & Air Services (America) Inc. 37A, 37B
International Freight Forwarders—Licensed Customs Brokers

IMPORT INVOICE

LAX

3400 Aviation Blvd.
Inglewood, CA 90304
Tel: (213) 776-8332

TO
CINEMATRONICS
1841 FRIENDSHIP DRIVE
EL CAJON CA 92020
Attn: ACCOUNTS PAYABLE

INVOICE NO. INVOICE DATE YOUR REFERENCE NO.

34723 Y 04-JUN-82

PAYMENT ON PRESENTATION
PLEASE REMIT TO:

3425 AVIATION BLVD.
INGLEWOOD, CA 90304

PIECES	WEIGHT	DESCRIPTION
10	1455	GAMES PARTS
SHIPPER CONSIGNEE		
JALECO LEISURE CO		
ORIGIN DESTINATION		CUSTOMER NUMBER
TON	17623	
ENTRY NO.		ENTRY DATE
7120383		6-01-82
AIRLINE STEAMSHIP		AIRPORT DEPARTURE
KE 084		5-27-82
AWB BL NO		NAME
180-6804 1083		05351
REMARKS		

DESCRIPTION OF CHARGES	AMOUNT
FREIGHT CHGB-AIR	7400 2,789.85
SPEC SERV/HANDLING	1100 50.00
CUSTOMS ENTRY FEE	1100 79.00
CUSTOMS DUTIES	7200 12,222.90
BOHS TO CUSTOM	1100 50.00

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE

PLEASE PAY THIS AMOUNT

15489.75

MSAS McGregor Swire Air Services (America) Inc.

CORPORATE OFFICE, AMERICAN REGION
POST OFFICE BOX 2067
SOUTH SAN FRANCISCO, CA 94080

CORRECTION ADVICE

FOR THE ACCOUNT OF

CINEMATRONICS
1841 Friendship Drive
El Cajon, Calif. 92020
Attn: Accounts Payable

STATION

LAX

DATE OF ISSUE

6-15-82

INVOICE NUMBER

100560 Y

DATE OF ISSUE

117673

DETAILS OF AMENDMENT

YOUR REFERENCE

ORIGINAL
INVOICE DETAILS
AUTHORIZATION

ENTRY NUMBER

7120383

VESSEL NAME

KR7084

INVOICE NUMBER

36723 Y

ORIGINAL ISSUE DATE

6-4-82

MASTER INVOICE NUMBER

180-6804 1083

NOT NEGOTIABLE
BY AIR CARRIER

CHARGED
AS

C
O
D
E

CORRECTED
CHARGE

- 1 FREIGHT CHARGES - AIR OP38 Z
- 2 FREIGHT CHARGES - OCEAN
- 3 CUSTOMS DUTIES, SUBJECT TO LIQUIDATION
- 4 BONDS TO CUSTOMS, PREPARATION PREMIUM
- 5 CARRIAGE & SERVICES LOCAL
- 6 INLAND FREIGHT AIR/SURFACE
- 7 DOCK/AIRPORT STORAGE CHARGES PIER LOADING
- 8 GENERAL ORDER STORAGE & CARRIAGE CHARGES
- 9 SERVICES, EXPENSES AND SPECIAL HANDLING

TOTAL US\$ 00

US\$ 101.00

DEBIT NOTE

CREDIT NOTE

CREDIT/DEBIT NOTE

CREDIT DUE TO US\$

ADDITIONAL AMOUNT DUE MSAS US\$ 101.00

Exhibit

Page

I of I

TERMS: PAYABLE UPON RECEIPT

Do not detach this document
when passing the original to
your agent.

MSAS
P.O. BOX 2067
SOUTH SAN FRANCISCO
CA 94080

9B

AC158E

MSAS

McClung Sea & Air Services Ltd
International Freight Forwarding
American Division

Company Name
Address
City

The shipper certifies that the particulars on the face hereof are correct and agree to the conditions on the reverse hereof

INTERNATIONAL HOUSE AIRWAY BILL

NOT NEGOTIABLE

ORIGIN

AIRBILL NUMBER

BAN

343539

DESTINATION FLIGHT DAY MANIFEST REFERENCE SVCTYPE DATE OF HAWK VALUE FOR CUSTOMS

TTO FT071/0050/13

R 110502

\$100.00

DOCUMENTS ATTACHED

CONSIGNEE ORDER NO

COUNTRY OF ORIGIN

U.S.A.

COMPL LMY

CONSIGNEE

JAPAN LEISURE CO., LTD
5-214-1 KAMITAMA, SETAGAYA-KU
TOKYO 154 JAPAN
NOA PHONE 034 20 2271

These commodities licensed by the United States for ultimate destination.
JAPAN Diversion contrary to U.S. law prohibited

SPECIAL INSTRUCTIONS

FT071/0050/13 FT071/0741/14 021-04323361

PACKAGES COMMODITY

1 1 AME WORK FOR VIDEO MACHINES

COM CODE

ACTUAL WT

1105

6K

DIMENSIONS

VOLUMETRIC WEIGHT

10A

DESTINATION
CURRENCY COLLECT

	TO	CHARGEABLE WEIGHT	RATE	CLASS	PREPAID	COLLECT
1	TTO	6K	\$4.13		\$36.78	
2						
3	VALUE FOR CARRIAGE	RATE				
4	VALUE FOR INSURANCE	RATE				
5	CARTAGE				\$9.90	
6	HANDLING	1			\$10.00	
7	DOCUMENTATION					
8						
9						
10	SHIPPER'S REF NUMBER					

SIGNATURE OF ISSUING CARRIER OR ITS AGENT

TOTAL PREPAID

US \$ 96.68

US \$

MSAS HAM/16

110502

SHIPPER

ACCT NO.

cinematronics, inc
1801 FRIENDSHIP DRIVE
EL CAJON, CA 92020

Exhibit

11A

Page

1 of 1

AIRBILL NUMBER

343539

DOCUMENTS

SHIPPER'S LETTER OF INSTRUCTION

EXPORT DECLARATION	ATTACHED	PREPARE	DATE	AIRFREIGHT CHARGES
COMMERCIAL INVOICES	<input checked="" type="checkbox"/>		5/10/82	PREPAID <input checked="" type="checkbox"/> COLLECT
CERTIFICATE OF ORIGIN	<input checked="" type="checkbox"/>		SHIPPER'S REF NO	DECLARED VALUE FOR CARRIAGE
CONSULAR INVOICE	<input checked="" type="checkbox"/>		30828	<input checked="" type="checkbox"/> NONE
EXPORT LICENSE	<input checked="" type="checkbox"/>		COM #	INSURANCE REQUESTED
LETTER OF CREDIT	<input checked="" type="checkbox"/>		N/A	YES NO <input checked="" type="checkbox"/>
NOTE DRAFT	<input checked="" type="checkbox"/>		OTHER REF NO	AMOUNT \$
			NAUGHTY BOY	

CORPORATE OFFICES
 MCGREGOR, SWIRE AIR SERVICES LIMITED
 P.O. BOX 2067
 SOUTHERN FRANCISCO, CA. 94080

MSAS

THE FAST
 MOVERS

EXPORTER (PRINCIPAL OR SELLER) (THIRDS)

ADDRESS (NUMBER STREET PLACE STATE) 95-2941897

CINEMATRONICS, INC. 18 1841 FREINDSHIP DRIVE
 AGENT OF EXPORTER/FORWARDING AGENT

EL CAJON, CA. 92020
 ADDRESS (NUMBER STREET PLACE STATE)

MSAS LTD. (U.K.), 8477 AERO DRIVE, SAN DIEGO, CA 92123

ADDRESS (PLACE COUNTRY)

ULTIMATE CONSIGNEE

JAPAN LEISURE CO., LTD. 5-214-1 KAMIYAGA, SETAGAYA-KU TOKYO, JAPAN
 (IMPORTER) CONSIGNEE

ADDRESS (PLACE COUNTRY)

N/A

DO NOT USE THIS AREA

PLACE AND COUNTRY OF ULTIMATE DESTINATION (INDICATE PLACE OF TRANSSHIPMENT)

TOKYO, JAPAN

INLAND ROUTING INFORMATION

SHIPPED TO MSAS PREPAID ☒ COLLECT ☐ DATE

ATA

DATE

FROM

COUNTRY

IN CASE OF INABILITY TO DELIVER AS CONSIGNED ABANDON / RETURN TO SHIPPER ☒ OTHER

MARKS AND NOS	NUMBER AND KIND OF PACKAGES, DESCRIPTION OF COMMODITIES (EXPORT LICENSE NO)	GROSS SHIPPING WEIGHT (KGS)	D OR E	SCHEDULE NO	NET QUANTITY IN SHIPPED UNITS	VALUE AT PORT OF EXPORT
as addressed	1 PACKAGE CONTAINING ART WORK FOR VIDEO MACHINES	144	D	723.2020	8	\$100.00

These commodities licensed by U.S. for ultimate destination

JAPAN

Diversion contrary to U.S. law prohibited

BE SURE TO PICK UP TOP SHEET AND SIGN THE FIRST YELLOW EXPORT DECLARATION WITH PEN & INK.

TIP: UNDESIGNATED CARRIER AUTHORIZES TO ACT AS FORWARDING AGENT FOR EXPORT CONTROL AND CUSTOMS PURPOSES

MSAS LTD. (U.K.), 8477 AERO DRIVE, SAN DIEGO, CA 92123

CINEMATRONICS, INC.

EXEMPTED NUMBER FROM PLACED

EXPORTER

BY OFFICER OR EMPLOYEE

Liability & Insurance

Declared valuations agreed and understood. Forwarder's liability limited to the actual damages sustained but in no event higher than \$9.07 per pound per piece unless a higher valuation is declared and charges paid thereon. The forwarder's insurance is in excess of \$500,000 per occurrence. Further information on coverage and exclusions is available from the forwarder.

For

Address

SPECIAL INSTRUCTIONS

RECEIVED IN APPARENT GOOD ORDER

SHIPPER'S DOOR ☒

MSAS TERMINAL

RECEIVED

TIME

DATE

PLEASE EXPEDITE AND FORWARD

PACKAGE TO CONSIGNEE'S DOOR.

Exhibit

11B

116

cc

1 of 1

McGregor Sea & Air Services Ltd
International Freight Forwarding
American Division

The shipper certifies that the particulars on the face hereof are correct and agrees to the conditions on the reverse hereof.

INTERNATIONAL HOUSE AIRWAY BILL

NOT NEGOTIABLE

1. $u = v = 0$ (no flow)
2. $u = v = 0$ (no flow)
3. $u = v = 0$ (no flow)

OFFICIAL IN

4188 LEE AND CHOI

22.1

343551

DESTINATION	FLIGHT DAY	MANIFEST REFERENCE	SVCTYPE	DATE OF HAWK	VALUE FOR CUSTOMS
YVO	FTH73/20		R	100987	823.00
DOCUMENTS ATTACHED			CONSIGNEE ORDER NO		

117425
COUNTRY OF ORIGIN
M.A.

CONSIGNÉ

KOMA ENTERPRISES
5-12-4 SHIBA MINATO-KU
TOKYO, JAPAN
ATTN: ORANI

These commodities licensed by the United States for ultimate destination, JAPAN. Diversion contrary to U.S. law prohibited.

SPECIAL INSTRUCTIONS

FT071/0050/20 FT071/0945/21 023-04925383
PACKAGES (COMMODITY)

1 PARTS FOR VIDEO GAMES (COIN OPERATED AMUSEMENT MACHINES)

COM CODE	ACTUAL WT
0000	0.00
0001	0.01
0002	0.02
0003	0.03
0004	0.04
0005	0.05
0006	0.06
0007	0.07
0008	0.08
0009	0.09
0010	0.10
0011	0.11
0012	0.12
0013	0.13
0014	0.14
0015	0.15
0016	0.16
0017	0.17
0018	0.18
0019	0.19
0020	0.20
0021	0.21
0022	0.22
0023	0.23
0024	0.24
0025	0.25
0026	0.26
0027	0.27
0028	0.28
0029	0.29
0030	0.30
0031	0.31
0032	0.32
0033	0.33
0034	0.34
0035	0.35
0036	0.36
0037	0.37
0038	0.38
0039	0.39
0040	0.40
0041	0.41
0042	0.42
0043	0.43
0044	0.44
0045	0.45
0046	0.46
0047	0.47
0048	0.48
0049	0.49
0050	0.50
0051	0.51
0052	0.52
0053	0.53
0054	0.54
0055	0.55
0056	0.56
0057	0.57
0058	0.58
0059	0.59
0060	0.60
0061	0.61
0062	0.62
0063	0.63
0064	0.64
0065	0.65
0066	0.66
0067	0.67
0068	0.68
0069	0.69
0070	0.70
0071	0.71
0072	0.72
0073	0.73
0074	0.74
0075	0.75
0076	0.76
0077	0.77
0078	0.78
0079	0.79
0080	0.80
0081	0.81
0082	0.82
0083	0.83
0084	0.84
0085	0.85
0086	0.86
0087	0.87
0088	0.88
0089	0.89
0090	0.90
0091	0.91
0092	0.92
0093	0.93
0094	0.94
0095	0.95
0096	0.96
0097	0.97
0098	0.98
0099	0.99

4792

DIMENSIONS

VOLUMETRIC WEIGHT

M2

DESTINATION
CURRENCY COLLECT

	TO	CHARGEABLE WEIGHT	RATE	CLASS	PREPAID	COLLECT
1	TTO	64	\$4.06		\$41.16	
2						
3		VALUE FOR CARRIAGE	RATE			
4		VALUE FOR INSURANCE	RATE			
5		CARTAGE				
6		HANDLING			\$2.90	
7		DOCUMENTATION			\$10.00	
8		<u>INVOICE</u>			\$4.00	
9						
10		SHIPPER'S REF NUMBER				
		GARY WOLA				
			TOTAL PREPAID	US \$	\$67.06	US \$

SIGNATURE OF ISSUING CARRIER
OR ITS AGENT

TOTAL PREPAID ☒ US \$ 47.06

US \$

ACC1 NO 180382

CINERATRONICS, INC
1841 FARMINGDALE DR.
RIVERSIDE, CA 92506

Exhibit

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● 1998年11月1日 中国加入世界贸易组织

343551

12a

5 - SPARE COPY

1987 11, 12, 13, 14

